

DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
INDIAN HEALTH SERVICE
APPLICATION FOR THE INDIAN HEALTH SERVICE(IHS) LOAN REPAYMENT PROGRAM(LRP)
(Government and Commercial Loans)

ESTIMATED AVERAGE BURDEN TIME TO COMPLETE THE IHS LOAN REPAYMENT PROGRAM APPLICATION FORM

Public reporting burden for this collection of information is estimated to vary from 60 to 120 minutes per response with an average of 90 minutes per response including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information including suggestions for reducing this burden to Reports Clearance Officer, Attention PRA, United States Public Health Service, Hubert H. Humphrey Building, Room 721-B, 200 Independence Avenue, S.W., Washington, D.C. 20201 and to the Office of Management and Budget, Paperwork Reduction Project (0917-0014), Washington, D.C. 20503. **DO NOT MAIL THESE COMPLETED FORMS TO EITHER OF THESE TWO ADDRESSES. MAIL TO: IHS/LRP, 12300 Twinbrook Parkway, Suite 100, Rockville, MD 20852. (ONLY COMPLETE APPLICATIONS WILL BE CONSIDERED).**

1. NAME _____
LAST FIRST MIDDLE
Others names used _____
(e.g. Maiden) LAST FIRST MIDDLE

2. SOCIAL SECURITY NUMBER
(Applicants may choose to provide their SSN on a voluntary basis. Should you be awarded an IHSLRP grant, you will be required at that time to provide your SSN for purposes of payroll and payment to you of IHSLRP benefits as a condition of your grant.)

3. HOME ADDRESS _____
NUMBER STREET APT. #

_____ CITY STATE ZIP CODE

HOME TELEPHONE

WORK/SCHOOL ADDRESS _____
NUMBER STREET APT. #

_____ CITY STATE ZIP CODE

WORK/SCHOOL TELEPHONE

4a. ARE YOU CURRENTLY EMPLOYED WITH IHS? ☐ YES ☐ NO IF NO, GO TO QUESTION #4b.
(If yes, please submit employment verification with application)
IS EMPLOYMENT WITH: ☐ COMMISSIONED CORPS ☐ CIVIL SERVICE RANK/GRADE _____

ENTRY DATE: _____ SITE/LOCATION: _____

4b. Is current employment with (Check one of the following):

- ☐ A program conducted under a contract entered into under the Indian Self-Determination Act (P.L. 93-638 as amended)
☐ A program assisted under Title V of the Indian Health Care Improvement Act (25 U.S.C. 1601)
☐ A Buy Indian Act Organization (25 U.S.C. 47)

If you checked any of 4b., were you recruited through the efforts of this program? ☐ Yes ☐ No

5. TYPE OF HEALTH CARE PROVIDER: ☐ MEDICAL ☐ DENTAL ☐ NURSE
(or professional school in which you are enrolled)

OTHER _____
(State type of provider)

NAME

SSN -

- -

6a. PLACE OF BIRTH _____
CITY STATE

ARE YOU A CITIZEN OR NATIONAL OF THE UNITED STATES? ☐ YES ☐ NO

ARE YOU AN AMERICAN INDIAN OR ALASKA NATIVE? ☐ YES ☐ NO
(If yes, please submit copy of your Certificate of Degree of Indian Blood)

6b. DATE OF BIRTH _____ ☐ MALE ☐ FEMALE

7. LANGUAGE(S) OTHER THAN ENGLISH _____

☐ SPEAK FLUENTLY ☐ READ ☐ WRITE

8. DO YOU HAVE AN EXISTING SERVICE OBLIGATION? (For a definition of existing service obligations, see LRP Information and Application Booklet, "Financial Obligations not Eligible for Repayment" on page 9): ☐ YES ☐ NO

If yes, name of the Program _____

ADDRESS OF THE PROGRAM _____

CONTACT PERSON _____

TELEPHONE - -

TERMS OF THE OBLIGATION _____

ARE YOU IN DEFAULT OF THE OBLIGATION? ☐ YES ☐ NO

WHEN WILL YOUR OBLIGATION BE COMPLETED? _____

9. WHAT DATE WILL YOU BE AVAILABLE TO BEGIN PRACTICE UNDER THE IHS LOAN REPAYMENT PROGRAM? _____

10. ARE YOU ENROLLED AS A FULL-TIME STUDENT? ☐ YES ☐ NO
(If no, but you have graduated, go to Section II)

NAME OF SCHOOL IN WHICH YOU ARE ENROLLED _____

ADDRESS _____
STREET CITY STATE ZIP CODE

EXPECTED DATE OF GRADUATION _____

11. DO YOU EXPECT TO COMPLETE YOUR RESIDENCY? ☐ YES ☐ NO
(For physicians only)

IN WHAT SPECIALTY? _____ YEAR YOU EXPECT TO COMPLETE YOUR RESIDENCY? _____

12. DO YOU HAVE ANY DELINQUENT FEDERAL LOAN(S)? ☐ YES ☐ NO

If your answer is yes, you must submit a written explanation on a separate piece of paper with your social security number and include it with your application.

NAME _____

SSN - - -

SECTION II
EDUCATIONAL AND PRACTICE EXPERIENCE
FOR GRADUATES ONLY

1. NAME OF PROFESSIONAL SCHOOL FROM WHICH YOU GRADUATED _____

ADDRESS _____
STREET CITY STATE ZIP CODE

GRADUATE YEAR AND DEGREE OBTAINED _____

2. HAVE YOU COMPLETED A RESIDENCY OR GRADUATE PROGRAM?
(MD, DO, DDS, BSN, PedNP, PA, etc.)

☐ YES

☐ NO

YEAR WHEN RESIDENCY OR PROGRAM WAS OR WILL BE COMPLETED _____

RESIDENCY OR PROGRAM NAME _____

ADDRESS _____
STREET CITY STATE ZIP CODE

NAME OF THE DIRECTOR OF RESIDENCY OR PROGRAM _____

TELEPHONE: - -

WHAT IS YOUR SPECIALTY? _____
(for physicians only)

ARE YOU: ☐ BOARD CERTIFIED ☐ BOARD ELIGIBLE

YEAR RECERTIFIED IF APPLICABLE _____ SUB-SPECIALTY IF APPLICABLE _____

3. DESCRIBE RESIDENCY OR PROGRAM TRAINING EXPERIENCE OUTSIDE THE TEACHING HOSPITAL OR PROFESSIONAL SCHOOL.
(Include experience in working with shortage area populations, rotations in rural and urban areas, nature of rotations, and length of the rotations.)*

4a. CREDENTIALS: (Required before beginning service) ARE YOU PRESENTLY HOLDING A PERMANENT LICENSE, REGISTRATION,
AND/OR CERTIFICATION? ☐ YES ☐ NO 4b. If yes, please submit documentation with application.

INDICATE STATE(S) _____

NOTE ANY LICENSURE RESTRICTIONS _____

EXAMINATIONS _____ PASSED (MM/YY) _____ PLAN TO TAKE (MM/YY) _____ STATE _____

STATE OR REGIONAL BOARD _____

NATIONAL CERTIFICATION _____

FOR PHYSICIANS: FLEX _____

PART I & II NATIONAL BOARDS _____

PART III NATIONAL BOARDS _____

OTHER (SPECIFY) _____

* If additional space is required, please use continuation sheet and type your name and SSN at the top of each page and attach to your application.

NAME _____
SSN - -

Section II (continued)

5. PLEASE LIST SEPARATELY ALL PROFESSIONAL TRAINING LOCATION(S)

(Include name of the program, address, and the person's name and telephone number directing the program.)

- a. _____
b. _____
c. _____
d. _____

6. DESCRIBE YOUR PRACTICE EXPERIENCE OVER THE LAST 5 YEARS.

(Include location, nature of the population served, number of specialties in the practice, hospital affiliations, and allocation of clinical practice time to FP/GP, INT, OB/GYN, PED, PSYCH, ER.)*

7. LIST NAME OF SITE DIRECTOR OR OFFICIAL OF THE LAST SITE AT WHICH YOU WORKED AS A CLINICIAN.

ADDRESS _____
STREET CITY STATE ZIP CODE

TELEPHONE - -

8. PERCENT OF PRACTICE TIME: Office Based _____ Hospital Based _____
Administration _____ Teaching _____

9. PROFESSIONAL REFERENCE INFORMATION (Confidential)

NAME	POSITION OR TITLE	ADDRESS	TELEPHONE NUMBER

After fulfilling Loan Repayment service, do you intend to continue practicing your profession in a medically underserved or Health Manpower Shortage area (HMSA)? Please check the appropriate box below.

- ☐ I do not intend to continue practicing in an HMSA after I have fulfilled my Loan Repayment service.
☐ I am undecided as to whether I am going to continue practicing in an HMSA after I have fulfilled my Loan Repayment Service.
☐ I plan to continue practicing in an HMSA for one or two years after I have fulfilled my Loan Repayment service.
☐ I plan to continue practicing in an HMSA for more than two years after I have fulfilled my Loan Repayment Service.

CERTIFICATION

I CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT IT MAY BE INVESTIGATED AND THAT ANY WILLFULLY FALSE REPRESENTATION IS SUFFICIENT CAUSE FOR REJECTION OF THIS APPLICATION, OR IF AWARDED A LOAN REPAYMENT, THAT I AM LIABLE FOR REPAYMENT OF ALL AWARDED FUNDS AND, FURTHER, THAT ANY FALSE STATEMENT HEREIN MAY BE PUNISHED AS A FELONY UNDER U.S. CODE, TITLE 18 SECTION 1001.

SIGNATURE (SIGN YOUR FULL NAME IN INK)

DATE

*If additional space is required, please use continuation sheet and type your name and SSN at the top of each page and attach to your application.

NAME _____
SSN - - -

SECTION III

IMPORTANT: AS AN APPLICANT, YOU ARE APPLYING FOR LOAN REPAYMENT WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS), INDIAN HEALTH SERVICE LOAN REPAYMENT PROGRAM (IHSLRP) PROVIDED FOR IN PUBLIC LAW 100-713. IT IS IMPORTANT THAT THE FINANCIAL INFORMATION YOU PROVIDE BE PROMPTLY RETURNED TO THE IHSLRP.

PLEASE COMPLETE THE FOLLOWING INFORMATION FOR EACH EDUCATIONAL LOAN YOU SUBMIT TO THE IHSLRP. IF YOU HAVE LOAN AND PAYMENT DOCUMENTATION, PLEASE SUBMIT A COPY(IES) WITH YOUR APPLICATION.

1. NAME THE LENDING INSTITUTION AND/OR FEDERAL STATE PROGRAM _____

ADDRESS _____
STREET CITY STATE ZIP CODE

2. DATE OF LOAN _____ ACCOUNT NUMBER _____

3. ORIGINAL AMOUNT OF LOAN \$ _____

4. CURRENT BALANCE \$ _____ DATE OF BALANCE _____

5. PAYMENT AMOUNT \$ _____ NUMBER OF PAYMENTS MADE _____

6. IS LOAN IN DEFERMENT? ☐ YES ☐ NO
(Deferment refers to postponement of payment and interest until a specified date as agreed upon by lender)

7. GIVE ANNUAL PERCENTAGE RATE (APR) _____ %

8. PURPOSE OF THE LOAN AS INDICATED ON THE LOAN APPLICATION _____

9. HAS YOUR LOAN BEEN SOLD OR TRANSFERRED TO ANOTHER LENDER? IF SO, PLEASE PROVIDE THE FOLLOWING:

NAME OF LENDER _____ ACCOUNT NUMBER _____

ADDRESS _____
STREET CITY STATE ZIP CODE

TELEPHONE - -

10. HAS THIS LOAN BEEN REFERRED TO A COLLECTION AGENCY OR PLACED IN DEFAULT STATUS BY YOUR LENDER?

☐ YES ☐ NO

If yes, please provide information listing the dates this adverse action occurred and your attempts to resolve this matter. (If additional space is required, please type your name and SSN at the top of each additional sheet and attach to Section III)

FOR CONSOLIDATION OF UNDERGRADUATE AND GRADUATE EDUCATIONAL LOANS:

If you have consolidated your loans for undergraduate and graduate costs, you must attach a copy of the loan documents for health professions education costs that were consolidated into a new loan. The IHSLRP pays for education costs for only one health professions degree, and a determination will be made of the proportion of the consolidated loan that will be paid for successful applicants.

WARNING: Any person who knowingly makes a false statement or misrepresentation in this loan repayment transaction, bribes or attempts to bribe a Federal Official, fraudulently obtains repayment for a loan under this statute, or commits any other illegal action in connection with this transaction is subject to a fine or imprisonment under Federal statute. I have read this statement and understand its contents.

13. CERTIFICATION BY APPLICANT BORROWER

I hereby certify to the accuracy of the above information and apply to enter into an agreement with the Secretary of HHS for repayment of the educational loans listed in Section III hereof, incurred solely for the costs of education, including reasonable living expenses, at a school of medicine, osteopathy, dentistry, or other health profession. I hereby authorize the Government or the financial institution named in item 1 above, to release this information about the loan listed in item 1 to the administrators of the Indian Health Service Loan Repayment Program.

SIGNATURE OF APPLICANT (PLEASE SIGN FULL NAME IN INK)

DATE

14. LENDING INSTITUTION'S CERTIFICATION

The undersigned states that, to the best of his/her knowledge, the loan identified above is a bona fide legally enforceable commercial, state, or government educational loan made for the purpose of meeting the borrower's cost of attending a school of medicine, osteopathy, dentistry, nursing, podiatry, pharmacy, veterinary medicine, clinical psychology, public health, and programs to train physicians' assistants, expanded function dental auxiliary and nurse practitioners (as defined in Section 882 of Title II PHS Act).

SIGNATURE

TITLE

DATE

INDIAN HEALTH SERVICE LOAN REPAYMENT PROGRAM CONTRACT

Section 108 of the Indian Health Care Improvement Act (Public L. 94-437), as amended, authorizes the Secretary of Health and Human Services (Secretary), acting through the Indian Health Service (IHS), to establish the Indian Health Service Loan Repayment Program (IHSLRP) under which Federal, State, and commercial loans for physicians and other health professionals may be repaid at a rate not to exceed \$30,000 per year. In return for such loan repayment, participants must agree to provide full-time clinical service in an Indian health program for a period of obligated service equal to one year for each year of loan repayment. Section 108 requires participants to submit with their applications a written contract to accept repayment of educational loans and to serve for the applicable period of obligated service in an Indian health program. The Secretary shall sign only those contracts submitted by participants who are selected for the program.

SECTION A - OBLIGATIONS OF THE SECRETARY

Subject to the availability of funds appropriated by Congress for the IHS and the IHSLRP, the Secretary agrees to:

1. Make payments to the participant for each year of service of the lesser of up to \$30,000 or the total amount of the participant's eligible health professions educational loans divided by the number of obligated service.

Loans eligible for repayment consist of loan costs identified by the promissory note indicating the principal, interest, and related expenses on Federal, State, and commercial loans received by the participant for tuition expenses; all other reasonable educational expenses, incurred by the participant; and reasonable living expenses as determined by the Secretary.

2. To accept the participant into the IHS or place the participant with a tribe, tribal or Indian organization provided that the participant meets all appropriate employment qualifications.
3. To make loan repayments for each year of obligated service no later than the end of the fiscal year (September 30, 1997) in which the participant completes such year of obligated service. All contracts are for whole years (for example: 2 whole years and no fraction or part of a year(s)).
4. Pay, on behalf of the participant up to 31 percent to the Internal Revenue Service for all or part of the increased tax liability.
5. To defer performance of a participant's period of obligated service if the participant:
 - a. Receives a degree from a school of medicine, osteopathy, dentistry, optometry, podiatry, pharmacy, nursing, psychology, public health, social work, or other health profession, and
 - b. Requests a deferment of this period to complete internship, residency, or other advanced clinical training. The period of deferment may not exceed:

- (1) three years for participants receiving a degree from schools of medicine, osteopathy or dentistry, or
- (2) one year for participants receiving a degree from schools of optometry, podiatry, pharmacy, nursing, psychology, public health, social work, or other health professions. The Secretary may, however, extend this period of deferment if the Secretary determines that the extension is consistent with the needs of the IHS.

SECTION B - OBLIGATION OF THE PARTICIPANT

If selected, the participant agrees:

1. To accept loan repayment provided by the Secretary under Section A of this contract and to apply such payments only to outstanding eligible health professions educational loans.
2. To serve in accordance with this Section for 2 years;
- *3. Participant's health profession _____

- **4. To serve in accordance with Section G - Contract Extension for a period of 1 year _____. **(This provision applies only to those LRP participants who have completed their 2-year period of obligated service.**

*** MUST BE COMPLETED BY PARTICIPANT.**

**** MUST BE COMPLETED BY PARTICIPANT IF APPLYING FOR A CONTRACT EXTENSION.**

5. In the case of a participant described in Section 108(b)(1)(A)(B)(i)(ii), (i.e., in the final year of a course of study or in an approved graduate training program):
 - a. To maintain enrollment in a course of study or training, to maintain an acceptable level of academic standing.

NAME _____

SSN -

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6. To serve for a time period (hereinafter referred to as the "period of obligated service") equal to 2 years or such longer period as the participant may agree to serve in the full-time clinical practice of the participant's profession in an Indian health program to which the participant may be assigned by the Secretary.
7. To accept assignment, as determined by the Secretary, for the participant's full period of obligated service in a Loan Repayment priority site designated for the participant's profession or specialty by the IHS.
8. To have a current and unrestricted license or certificate, as necessary for the participant's profession, to practice the participant's health profession in a State within the United States prior to commencing obligated service and maintain that license or certificate throughout the period of obligated service.
9. To commence obligated service in accordance with this contract prior to September 30, 1997, and continue uninterrupted service for the duration of the participant's service obligation period except as provided in Section G of this contract or unless participant's service obligation is deferred by the Secretary pursuant to Section A(5) of this contract.
10. To comply with the provisions of Title 42, Code of Federal Register, Part 36, Subpart J, when adopted. Should any provision of Subpart J be inconsistent with this contract, the regulatory provision will be controlling.
11. Participants serving a contract extension under Section E - Contract Extension has served at least a 2-year time "period of obligated service" prescribed in Section 108(f)(1)(B)(iii) of the Indian Health Care Improvement Act (Public Law 94-437) as amended by the Indian Health Care Amendments of 1992 (Public Law 102-573).

SECTION C - CONTRACT

The effective date of the contract is calculated from the date it is signed by the Secretary or his/her delegate, or the IHS tribal, tribal/urban, or "Buy-Indian" health center entry-on-duty date, whichever is more recent. If already on duty with the IHS or other Indian health program, calculate from the date of contract; if contract is signed prior to reporting to duty, calculate from the entry-on-duty date.

SECTION D - PAYMENTS

Payments will begin within 120 days from the date the contract becomes effective (*calculated from the date the contract is signed by the Secretary or his/her delegate, or the IHS, tribal/urban organization, or "Buy-Indian" health center entry-on-duty date, whichever is more recent. If already on duty with the IHS or other Indian health program, calculate from the date of contract; if contract is signed prior to reporting to duty, calculate from the entry-on-duty date*).

SECTION E - CONTRACT EXTENSION

1. Participants may, in accordance with procedures established by the Secretary, request an extension of this contract.
2. Subject to the availability of funds appropriated by the Congress of the United States for the IHS and the IHSLRP, the Secretary may approve requests for extension of this contract if:
 - a. the participant remains eligible for participation in the IHSLRP, and
 - b. the total period of obligated service does not exceed that number of years that it will take to repay the total amount of the individual's outstanding eligible health professions educational loans up to \$30,000 per year under the terms and conditions of this contract.
3. Participants will be allowed to submit additional Section III Financial information not covered under their initial verification of debt, as long as the debt to be considered meets the provisions in the subject section entitled, "For Consolidation of Undergraduate and Graduate Educational Loans", and complies with subsection (2)(b) of this section.

Once the Secretary or his/her authorized representative approves a contract extension, the period of obligated service thereunder shall be calculated beginning the first day after which the participant's initial period of obligated service is completed, if completed the same fiscal year in which the contract extension is approved and if the participant remains on duty after completion of his/her initial period of obligated service. However, when program funds are exhausted, the Secretary will not sign and approve contract extension requests and no credit will be given for the time served after the completion of the initial obligated service. Loan Repayment participants are therefore encouraged to make their contract extension requests as early as possible, preferably 6 months prior to the completion of their initial period of obligated service.

SECTION F - BREACH OF LOAN REPAYMENT CONTRACT, DAMAGES

1. If a participant who has entered into a written contract with the Secretary and who--
 - a. is enrolled in the final year of a course of study and

NAME _____

SSN - - -

who--

SECTION G - CREDITABILITY OF GRADUATE TRAINING TOWARD PERIOD OF OBLIGATED SERVICE

1. No credit of time for internship, residency, or other advanced clinical training will be counted toward satisfying the period of obligated service incurred under this contract.

SECTION H - CANCELLATION, SUSPENSION, WAIVER, AND RELEASE OF OBLIGATION

1. Any service or payment obligation incurred by the participant under this contract will be cancelled upon the participant's death.
2. The Secretary may waive or suspend, in whole or in part, the participant's service obligation incurred under this contract if compliance by the applicant is impossible or would involve extreme hardship to the individual and if enforcement of such obligation with respect to the participant would be unconscionable.
3. The Secretary may waive, in whole or in part, the rights of the United States to recover amounts under this Section in any case of extreme hardship, as determined by the Secretary.
4. Any obligation of a participant under the Loan Repayment Program for payment of damages may be released by a discharge in bankruptcy under Title 11 of the United States Code only if such discharge is granted after the expiration of the 5-year period beginning on the date that payment of such damages is required and only if the bankruptcy court finds that non-discharge of the obligation would be unconscionable.

- (1) fails to maintain an acceptable level of academic standing in the educational institution in which the participant is enrolled;
 - (2) voluntarily terminates such enrollment; or
 - (3) is dismissed from such educational institution before completion of such course of study; or
 - (4) fails to apply loan repayments to his/her health professions educational loans; or
2. If, for any reason not specified in paragraph (1), an applicant breaches his/her written contract by failing either to begin, or complete, the participant's period of obligated service in accordance with Section 108(f), the United States shall be entitled to recover from the participant an amount to be determined in accordance with the following formula:

$$A = 3Z[(t-s)/t]$$

in which--

- a. "A" is the amount the United States is entitled to recover;
 - b. "Z" is the sum of the amounts paid under this Section to, or on behalf of, the participant and the interest on such amounts which would be payable if, at the time the amounts were paid, they were loans bearing interest at the maximum legal prevailing rate, as determined by the Treasurer of the United States;
 - c. "t" is the total number of months in the participant's period of obligated service in accordance with Section 108(f); and
 - d. "s" is the number of months of such period served by such participant in accordance with this section.
3. Any amount of damages which the United States is entitled to receive under this contract shall be subject to the United States within the one-year period beginning on the date of the breach or such longer period beginning on such date as shall be specified by the Secretary, and may include all collection costs including any litigation costs. Amounts not paid within the one-year period shall be subject to collection through deductions in Medicare payments pursuant to Section 1892 of the Social Security Act.
 4. Unsatisfactory performance by the applicant resulting in the termination of the participant's employment during the participant's period of obligated service shall be considered a breach of this contract.

NAME _____

SSN - - -

Section I - Drug Free Workplace Certification

By signing and submitting this contract, the Indian Health Service Loan Repayment participant certifies, in accordance with 45 CFR Part 76, as a condition of the contract, he/she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while conducting any activity under the contract.

Participant's Name (Please Print or Type)

Participant's Signature

Date

I UNDERSTAND THAT ANY FINANCIAL OBLIGATION OF THE UNITED STATES ARISING OUT OF THIS CONTRACT AND MY OBLIGATION ARISING OUT OF THIS CONTRACT IS CONTINGENT UPON FUNDS BEING APPROPRIATED BY CONGRESS FOR THE IHS LOAN REPAYMENT PROGRAM. THE SECRETARY OR HIS/HER AUTHORIZED REPRESENTATIVE MUST SIGN THIS CONTRACT BEFORE IT BECOMES EFFECTIVE. FURTHER, I UNDERSTAND THAT ANY INDEBTEDNESS I INCUR PRIOR TO BOTH PARTIES, THE SECRETARY AND MYSELF, SIGNING THIS CONTRACT IS MY RESPONSIBILITY.

Participant's Name (Please Print or Type)

Participant's Signature

Date

Secretary of Health and Human Service (or delegate's) Signature

Date

_____ FOR OFFICIAL USE ONLY_____

Participant's account will be obligated for \$ _____ and will serve his/her _____ year obligation at the _____ site.

Official _____

Date

Appropriation Number: _____

CAN: _____

NAME _____

SSN - - -

AFFIDAVIT

In accordance with Public Law 100-713, Section 108(c)(1), which requires that the Indian Health Service (IHS) provide information on both the Commissioned Corps and Civil Service personnel systems, we ask that you read the attached information. The IHS utilizes two personnel systems. The following information will assist you in making an informed decision as you consider employment with the IHS. After you have reviewed the personnel systems information, please sign, date, and return the affidavit to the IHS Loan Repayment Program as part of your completed application.

NAME _____

SSN -

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Comparison of Benefits between Commissioned Corps & Civil Service

BENEFITS

COMMISSIONED CORPS

CIVIL SERVICE

A. MOVING EXPENSES

Call to Active Duty: Pays to move officer's family and household goods, within certain weight limits, from current residence to duty station.

Call to Duty: Pays to move physician's family and household goods, within certain weight limits, from current residence to duty station. Other professions must consult personnel office in the IHS area where you are hired.

On Duty: Pays to move officer's family and household goods, within certain weight limits, from duty station to duty station.

On Duty: Pays to move an employee's family and household goods, within certain weight limits, from duty station to duty station.

On Separation or Retirement: Pays to move officer's family and household goods, within certain weight limits, from duty station to home of record or the place from which called to duty, whichever is farther, or equivalent distance.

On Separation or Retirement: Provides no assistance in moving from final duty station to next place of residence.

B. VACATION ALLOWANCES

An officer earns 30 days of annual leave per year (2-1/2 days per month) from the time he/she enters on duty. A total of 60 days may be carried from year to year and may be reimbursed on the officer's separation or retirement.

A civil servant earns 13 working days of annual leave per year (4 hours per pay period, 26 pay periods per year for the first 3 years). Fourth year through the 15th, he/she earns 6 hours of annual leave per pay period (20 working days per year). From the beginning of the 16th year until retirement, 8 hours of annual leave accrues per pay period, (26 working days per year). A total of 30 days (240 hours) of annual leave may be carried over from year to year and will be reimbursed on separation or retirement.

NAME _____

SSN - - -

BENEFITS

C. SICK LEAVE

COMMISSIONED CORPS

No formal rate of accrual. Sick leave is granted as needed, with no specific maximum. If an officer must be on sick leave for an extended period, the Commissioned Corps Medical Branch reviews the case to determine whether he/she will be able to return to duty or need special considerations in his/her assignments.

CIVIL SERVICE

Sick leave is accrued at the rate of 4 hours per pay period for the length of employment. There is no maximum carry over limit.

D. RETIREMENT

The Commissioned Corps retirement system is based upon a 30-year career, with an officer being vested in the system after 20 years of active-duty. At 20 years, an officer may retire with an annuity of 50% of his/her base pay, less 1% for each year the officer is under 62 years of age. Retirement is mandatory after 30 years, the annuity is 75% of base pay, irrespective of age at retirement. The Commissioned Corps retirement system is noncontributory.

The Civil Service retirement system is a three- tiered contributory comprehensive program allowing Civil Service employees to control a large portion of their retirement savings. The program consists of a base retirement annuity, social security benefits, and a government matching savings program which allows employees to invest the savings money in government securities, the bond market and/or the common stock market.

E. HEALTH INSURANCE

Officer: Non-contributory system in which the officer is eligible for care at an IHS or other Federal facility. If the needed care is not available in this manner, it is obtained from a private sector provider, at no cost to the officer.

Choice of medical and dental plans from traditional fee-for-service plans to prepaid HMOs. Employee payments and benefits vary with the plan chosen. Benefits are provided to employees and dependents on a cost sharing basis.

Dependents: Health care is provided through CHAMPUS, the Civilian Health and Medical Program of the Uniformed Services. CHAMPUS shares most of the costs of care from civilian hospitals and doctors when care cannot be obtained through a military hospital or clinic. Active Duty service members, parents, parents-in-law and most persons eligible for Medicare are **not** eligible for CHAMPUS.

NAME _____

SSN - - -

BENEFITS

COMMISSIONED CORPS

CIVIL SERVICE

F. TAX BENEFITS

The basic allowance for quarters, variable housing allowance, and subsistence allowance are non-taxable. All pay is taxable.

All pay is taxable.

G. MILITARY BENEFITS

Two years of active duty in the Commissioned Corps satisfies a person's draft obligation.

Civil Service makes no provision here.

H. AIR TRANSPORTATION

Officers are eligible to fly on military aircraft within the U.S. and overseas (foreign travel) on a "space available" basis. Their families may fly overseas **only**, on the same basis.

Civil Service makes no provision here.

I. PERSONAL AMENITIES

Officers may use the commissary, post exchange, transient officer quarters and other facilities at military bases.

Civil Service makes no provision here.

J. STUDENT LOAN
DEFERMENTS

Ability to defer outstanding, Federal guaranteed student loans without penalty for up to 2 years.

Civil Service makes no provision here.

K. MEDICAL LICENSE

Must have a full and unrestricted license in a state.

Must have a full and unrestricted license in a state.

* If you are currently receiving a Physician's Comparability Allowance (PCA) bonus, your participation in the IHSLRP may reduce or eliminate your eligibility to receive the PCA bonus. The PCA bonus is only available to Civil Service employees. For further information, please contact the IHSLRP.

I certify that I have read the information regarding the Civil Service and Commissioned Personnel Systems and understand that I must choose one to be employed by the Indian Health Service.

NAME (PLEASE PRINT)

SIGNATURE

DATE